



## **TOWN OF CLINTON**

INCORPORATED APRIL 5, 1865

43 Leigh St., P.O. Box 5194

Clinton, N.J. 08809-5194

(908) 735-8616 FAX (908) 735-8082

# **TOWN OF CLINTON REQUEST FOR PROPOSAL**

## **PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR MUNICIPAL PLAYGROUND**

Notice is hereby given that sealed proposals will be received by the Business Administrator for the Town of Clinton, Hunterdon County, State of New Jersey on Tuesday, August 9, 2022 at 11AM local prevailing time at the Municipal Building, 43 Leigh Street, Clinton, NJ, 08809.

Copies of the Request for Proposal listing the requisite requirements may be obtained at the office of the Municipal Clerk, Municipal Building, 43 Leigh Street, Clinton, NJ, 08809, during regular business hours 8:30am – 4:30pm. Electronic copies can be e-mailed if requested.

Bidders are required to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27 et seq.), N.J.S.A. 10:5-31; N.J.S.A. 19:44-20.5 et seq.

**TOWN OF CLINTON**

**REQUEST FOR PROPOSAL**

**PROFESSIONAL DESIGN AND CONSTRUCTION  
ADMINISTRATION SERVICES FOR MUNICIPAL  
PLAYGROUND**

**ISSUE DATE – Tuesday, July 19, 2022**

**SUBMISSION DEADLINE - Tuesday, August 9, 2022 at 11AM**

## **TECHNICAL INFORMATION**

### **CONTACT**

Richard D. Phelan  
Business Administrator

Town of Clinton  
43 Leigh Street  
Clinton, NJ 08809  
908-735-8616 (phone)  
908-735-8082 (fax)  
[rphelan@clintonnj.gov](mailto:rphelan@clintonnj.gov)

### **PURPOSE OF REQUEST**

The Town of Clinton (Town) is requesting proposals from licensed, qualified individuals and firms to provide site/civil engineering, environmental engineering, land surveying, and landscape architecture design and construction administration services for the redevelopment of the Town's Municipal Playground located at 63 Halstead Street, Clinton, NJ 08809 (Block 16, Lot 21). The intent is to hire a qualified firm to redesign the entire park within the existing footprint, prepare a full set of plans and bid specifications that will allow the redevelopment to occur in several stages, and provide construction administration/oversight. The Town intends to select, at the Town's discretion, a Proposal which best suits the needs of the Town. Period of Contract

### **SCHEDULE**

**The Submission Deadline for this Proposal is Tuesday, August 9, 2022 at 11AM**

One (1) bound original and one (1) electronic version (PDF) of the Proposal, complete with all required information and completed forms, shall be submitted and received by the Business Administrator on or prior to the Submission Deadline. Guarantee of timely receipt of a Proposal by the Business Administrator is the sole responsibility of the Proposer. No exceptions will be made for cases of improper or late delivery of a Proposal by any person or service.

It is the sole responsibility of the Proposer to pose any questions to the Town in a timely fashion and with adequate time to provide the desired information. Questions posed near the Submission Deadline may not leave sufficient time be answered prior to the Submission Deadline. All questions should be directed to the contact person listed above.

Following the Submission Deadline, the Town intends to evaluate Proposals and make recommendation for award by the Town Council within sixty (60) days of the Proposal Deadline.

### **BACKGROUND**

The project site is located at 63 Halstead Street (Block 16, Lot 21) which is approximately 200' from the Hunterdon County Library North County Branch. The project is just over  $\frac{3}{4}$  of an acre which may not seem significant but to a small community where this is the only playground in the community the size is significant. The population of Clinton is about 2,700 and the median age is approximately 40 years of age. This age demonstrates the Town of Clinton is a younger community where families with young children are choosing to establish roots. These families with young children are looking for play spaces that fulfill two requirements. The first requirement is the play space easily accessible and the second is it walkable. This particular site meets the second requirement which it is walkable especially being so close to the library

and what will ultimately become an enhanced community center opposite the playground. In its current state, the playground falls short of meeting the first requirement which is why Clinton is seeking to improve the  $\frac{3}{4}$  of an acre to meet the needs of these families with young children.

The project area is bordered by a parking lot, Halstead Street and the third base line of a baseball field. The current use of the project area is a playground with two pieces of playground equipment that appear to be suitable for 2-5 year olds and 5-12 year olds, multiple swings, various standalone rockers, a play sand area, tennis court, a handball wall, a game table, and various site furnishings.

The improvements to the project area are part of a multi-phase initiative. The first part were improvements to the historic Gebhardt Field Grandstand back in 2011-2012. This grandstand dates back approximately 100 years and is one of the gems within the community. Reconstruction of the existing tennis court will be underway in the very near future. This will include a new, combine tennis/pickle ball court in the location of the current facility.

The next part of this initiative, which will be constructed in multiple phases, is to improve the Town's only playground which will include a completely inclusive playground designed and constructed in accordance with "Jake's Law" (13:8C-27.1 and 40:12-30 et al.). The law and standards can be viewed at:

<https://repo.njstatelib.org/bitstream/handle/10929.1/26855/L2018c104.pdf?sequence=1&isAllowed=y>

The final design will include swings for various age groups, rubberized safety surfacing, a relocated tennis court for better use of the overall project area, shade structures, concrete sidewalks, and other site furnishings. There may be modifications to the existing fencing as well as new fencing to maintain separation from the existing parking lot and main roadway, however final design will be discussed with the successful firm.

As mentioned above, the project area is just over  $\frac{3}{4}$  of an acre which may not seem significant but since this playground is the only one within a community of young families with children of various ages which amplifies a tremendous need to support such a community. Virtually all the playground areas are not accessible and do not meet current Jake's Law standards.



Entrance to the Playground



Play equipment for 5-12 year old children





Sand Area



Swing area showing the absence of accessibility and maintenance of surfacing required.



Play area showing the absence of accessibility and maintenance of surfacing required.

### **FIRM MINIMUM REQUIREMENTS**

Each firm shall submit a Proposal which contains the following information and meet the following minimum requirements:

1. The Firm must show sufficient experience in public park design and construction administration of facilities meeting the requirements of “Jake’s Law” (13:8C-27.1 and 40:12-30 et al.), and appurtenant professional licenses required thereof.
2. Neither the Firm nor any individuals assigned to this project may be disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
3. The Firm must have the ability to perform the required services in a timely manner including familiarity with the design environment as requested by the Town.
4. The Firm shall comply with the Terms and Conditions as listed in this Request for proposal, as well as enter into a Professional Services Contract with the Town.

### **PROPOSAL SCOPE**

The scope of services set forth in this Request for Proposals represents an outline of the services which the Town anticipates the successful Proposer to perform, and is presented for the primary purpose of allowing the Town to compare Proposals. The design work and contract/bid documents shall be in conformance with all Federal, State, County, and Local requirements and design standards, and general engineering principles and standards of practice. Particular attention is called to “Jake’s Law” (N.J.S.A. 13:8C-27.1 and 40:12-30 et al.). Any/all services typical to a project of this nature and/or necessary to provide the appropriate deliverables to satisfy the Scope herein shall be included as a part of each Proposal. The precise scope of services to be incorporated into the Professional Services Agreement shall be negotiated between the Town and the successful Firm. All deliverables will be subject to review and approval by the Town and its agents.

The Scope of Services is as follows:

## **1. Final Design and Construction Documents**

This proposal requires the successful Firm to develop an existing park concept plan into final Town-approved, bid-ready construction plans and specifications compliant with the NJ Local Public Contracts Law (N.J.S.A. 40A11-1 *et seq.*) for the renovation of the Municipal Playground. The successful Firm will be required to adhere design guidance of the Town's Park and Playground Committee to the greatest extent possible. The successful Firm shall possess the required expertise and licenses to prepare project drawings, specifications, and other contract documents for bidding, specifically a Licensed Landscape Architect, Professional Engineer, Professional Land Surveyor, and/or Jake's Law certification (if applicable). A joint venture between multiple individuals or firms shall be acceptable so long as the final plans, specifications and any other contract document are coordinated and accordingly designed, signed, and sealed by the appropriate professionals.

Final plans will include landscape design, playground design, signage, Jake's Law design, civil and geotechnical engineering, structural engineering, drainage plans, and lighting design as needed. This will also include the complete handling of any and all required local/state/federal permitting. For all local construction department permits, no permit fee will be charged. Work should also include the complete handling of any and all public & private utility company designs, approvals, permits, etc., as needed. The design shall be formulated with efficient phasing of construction in mind.

## **2. Phased Construction Schedule and Budget**

While the Town has an estimate of what we believe the total park project will cost, final budgeted amounts have not been set. It is the intent to have the entire project paid via State/Federal grants and/or private donations. After completing the final design, the firm shall provide a phased construction budget for each pre-determined phase of the project. Construct Quantities and Budget shall include appropriate contingencies to accommodate dimensional variations and other anomalies typical to work of this nature (normally 10% - 15%).

## **3. Meeting Attendance and Public Presentation of Final Design**

Firm shall attend up to three (3) internal meetings and three (3) Public meetings, either of which may include meetings of the Town Council and may be in-person or virtual as direct by the Town. The Firm shall provide any supporting materials and deliverables necessary for presentation of the final site plan to the public and shall present such as seen fit by Town Administration. Materials shall include colorized site plans, sections, and perspective renderings of proposed spaces as well as precedent images of proposed materials and site features. Design Team shall also attend periodic conference calls or virtual meeting for status updates and project management as required.

## **4. Construction Administration**

Construction Inspection would occur bi-weekly, at a minimum. Inspection of the project at sufficient frequency to assure the Town that the project is being constructed in conformance with the project plans and specifications with acceptable materials and workmanship. Availability by telephone and email during normal working hours for questions and technical support is required.

Review contractor submittals, samples, & shop drawing review and approval for conformance with project plans and specifications. Firm would make recommendations to the Town for approval or denial of requested substitutions, and provide sketches, plan revisions, and/or specification updates as the need arises.

## **5. Project Close-out and As-Built Drawings**



Firm would be required to provide assistance to ensure that the project is properly closed out with the contractor performing the work. Provide surveyed and certified as-built drawing set for the completed construction including all site elements and surface features as constructed, landscaping, and utility plans (as applicable) sufficient for use in any future work that may occur on site.

### **FIRM SUBMISSION REQUIREMENTS**

In addition to any statutorily require documentation included with the Request for Proposal, the firm shall submit, at a minimum, the following:

- a. A Statement of Interest
- b. The name of the firm or individual submitting a proposal, along with contact information for a key contact, the names of the professional(s) in responsible charge of the work which must include a New Jersey Professional Engineer, Licensed Landscape Architect, and Professional Land Surveyor.
- c. The education, qualifications, experience, and training of all persons in responsible charge and all persons to be assigned to this project along with their names and titles shall be supplied. The Firm shall also submit a full company profile in addition to the preceding.
- d. A listing of all other contracts where services of the types being proposed were provided in the past five (5) years. At a minimum this should include other NJ municipal/county governments that have constructed parks and/or playgrounds in accordance with the standards set forth in “Jake’s Law” (13:8C-27.1 and 40:12-30 et al.). Locations and photographs of the constructed playgrounds shall be provided. Contact information for the afore-mentioned projects must be supplied as well so the Town can check references from any of the contracts.
- e. A not-to-exceed fee proposal for each service to be provided, together with a statement of the hourly rates for all personnel, a fee schedule for other expenses not included in the scope of work including excess printing, postage, etc.
- f. Documentation of insurance for professional liability coverage. Limits will be examined for suitability and the Town reserves the right to request modifications as necessary.
- g. A copy of a proposed form of Contract
- h. Required Form attached to this Request for Proposal:
  - a. Non-Collusion Affidavit
  - b. Statement of ownership Disclosure
  - c. Insurance Requirement Acknowledgement Form
  - d. Mandatory Equal Employment Opportunity Notice Acknowledgement
  - e. Copy of the applicable Business Registration Certificate
  - f. Professional Services Entity Information Form
  - g. Acknowledgement of Corrections, Additions or Deletions Form
  - h. State of New Jersey-Division of Purchase and Property Disclosure of Investment Activities in Iran
  - i. C.271 Political Contribution Disclosure Form

### **PROPOSAL EVALUATION**

The Town’s objective in soliciting this Request for Proposal is to enable it to select a firm or organization that will provide high quality and cost effective services to the Town. The Town will select the proposal that is most advantageous to the Town, price and other factors considered, based on all of the evaluation

factors set forth in this Request for Proposal. The Town will make the award(s) that is in the best interest of the Town.

Each proposal must satisfy the objectives and requirements detailed in this Request for Proposal. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Town reserves the right to:

1. Reject all proposals for any reason.
2. Select only portions of a particular proposal for further consideration; (However, proposers may specify portions of the proposal that they consider “bundled”.)
3. The Town intends to award a contract or contracts for the requested services at any time within sixty (60) days of the Proposal Deadline. The Town shall not be obligated to explain the results of the evaluation process to any proposer.

### **GENERAL INFORMATION**

#### **1. RECEIPT AND OPENING OF SUBMISSIONS**

##### **A. OWNER**

The Town of Clinton, Hunterdon County, New Jersey (Town)

##### **B. TIME AND PLACE OF SUBMISSION OPENINGS**

The Town Administrator and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation.

##### **C. SUBMISSIONS NOT IN COMPLIANCE**

The Town may waive any informality or reject any and/or all submissions, in accordance with the Fair and Open Public Solicitation Process for Professional Service(s) pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

##### **D. WITHDRAWING SUBMISSIONS**

Submissions forwarded to the Town Administrator and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the firm who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions.

#### **2. PREPARATION OF SUBMISSIONS**

##### **A. COMPLETION OF SUBMISSIONS**

One (1) bound original and one (1) electronic version (PDF) of each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. Each submission shall be contained in a sealed envelope addressed to the Town of Clinton, 43 Leigh Street, Clinton, New Jersey 08809. The

submission is to be clearly marked “Sealed Submission Enclosed” and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The Town will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

### **3. ERRORS IN SUBMISSIONS**

- A. If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

### **4. TIME FOR AWARD OF CONTRACT**

- A. The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days.

The award of the Contract for this service will not be made unless the Town’s Chief Financial Officer has certified the necessary funds in a lawful manner.

### **5. MODIFICATIONS OF SUBMISSIONS**

- A. Any professional services entity may modify his/her submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Town, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Town will not know the final price(s) or term(s) until the sealed submission is opened.

### **6. REJECTION OF SUBMISSIONS**

#### **A. MULTIPLE SUBMISSIONS NOT ALLOWED**

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

#### **B. UNBALANCED SUBMISSIONS**

Submissions, which are obviously unbalanced, may be rejected at the option of the Town.

#### **C. RIGHT TO REJECT SUBMISSIONS**

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

#### **D. METHOD OF AWARD OF SUBMISSIONS**

The right is reserved by the Town to award submissions on a “service by service” basis, “per project” basis, in part or in whole as determined by the Town.

#### **E. RIGHT TO WAIVE INFORMALITIES RESERVED**

The Town expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the OWNER'S judgment serves its best interests.

## **7. PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

## **8. PAYMENT**

Checks are processed by the Town of Clinton approximately on the second week of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

## **9. TERMINATION OF CONTRACT**

The Town reserves the right to terminate the Contract at any time for any reason including, but not limited to failure to perform on the part of the firm, lack of funding or support for the project, etc.

The awarded proposer agrees to indemnify and hold the Town harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

## **10. GENERAL REQUIREMENTS/INFORMATION**

- A. The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.
- B. It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Town the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.
- C. Use and Ownership of Materials Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Town to the firm in connection with this Request for Proposal shall remain the property of the Town. When in tangible form, all copies of such information shall be returned to the Town upon request or upon expiration or termination of the Contract. Unless such information was previously known to the firm free of any obligation to keep it confidential, or has been or is subsequently made public by the Town or a third party, it shall be held in confidence by the firm, shall be used only for the purposes of this Request for Proposal, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the contract shall belong exclusively to the Town. All data, report, computerized information, programs and materials related to this project shall be delivered to and become the property of the Town upon completion of the project. The selected firm shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Town. All information supplied to the Town may be required to be supplied on media compatible with the Town's computer operating system.

## PROPOSAL CHECKLIST

**This checklist must be completed and submitted with your proposal.**

Please initial each below, indicating that your proposal includes the itemized document.

A Proposal submitted without the follow document is cause for refusal.

- |    |   |       |
|----|---|-------|
| A. | Non-Collusion Affidavit   | _____ |
| B. | Statement of ownership Disclosure   | _____ |
| C. | Insurance Requirement Acknowledgement Form  | _____ |
| D. | Mandatory Equal Employment Opportunity Notice Acknowledgement                                     | _____ |
| E. | Copy of the applicable Business Registration Certificate  | _____ |
| F. | Professional Services Entity Information Form   | _____ |
| G. | Acknowledgement of Corrections, Additions or Deletions Form                                       | _____ |
| H. | State of New Jersey-Division of Purchase and Property Disclosure of Investment Activities in Iran | _____ |
| I. | C.271 Political Contribution Disclosure Form  | _____ |



## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Name of Firm/Individual

---

Name of Authorized Person Submitting Proposal

---

Signature

---

Title

---

Date

---

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of

full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the

Request for Proposal entitled Professional Design and Construction Administration for Municipal Playground, and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the

\_\_\_\_\_ relies upon the truth of the statements  
(name of firm)

contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_.  
(name of firm)

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2022

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_  
(Seal)

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each**

person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

<u>Website (URL) containing the last annual SEC (or foreign equivalent) filing</u>	<u>Page #'s</u>

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

<u>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</u>	<u>Home Address (for Individuals) or Business Address</u>

#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Town of Clinton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Town of Clinton to notify the Town of Clinton in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Town of Clinton to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



## **INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Town Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

- A. All insurance coverages reference in this application, purchased by the applicant shall use Insurers with a minimum A.M. Best Rating of A- VII and all Insurers shall be licensed or authorized to do business in New Jersey.
- B. Compliance by applicant with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve applicant from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Town or by law.
- C. Applicant shall maintain, or cause to be maintained, for the full term of the contract or as required below, at their sole cost and expense, the following insurance coverages:
  - a. Commercial General Liability insurance shall cover ALL operations of the Applicant for bodily injury, property damage, personal injury with minimum limits of not less than:
    - i. Bodily Injury and Property Damage Liability \$1,000,000 each occurrence
    - ii. Personal Injury Liability: \$1,000,000 each occurrence
    - iii. Products/Completed Operations: \$1,000,000 each occurrence
  - b. Commercial General Liability coverage shall contain:
    - i. No Cross Liability or Cross Suits exclusions or limitations.
    - ii. Town and its officers, directors, boards, commissions, agents, employees and volunteers as additional insured on a primary and noncontributory basis.
    - iii. Waiver of Subrogation.
  - c. Commercial Automobile Liability insurance coverage with minimum limits of \$1,000,000 per accident for all Owned, Leases, Non-Owned and Hired Vehicles
  - d. Workers' Compensation and Employers Liability insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will performing work may not "opt out" of coverage in states were allowed; coverage must be maintained.
    - i. Part A – Statutory benefits
    - ii. Part B - \$100,000 each employee disease/\$500,000 policy limit/\$100,000 each accident
  - e. Professional Liability Coverage with minimum limits of \$1,000,000 each claim/\$1,000,000 annual aggregate.
- D. Should the insured's coverage lapse or be cancelled for any reason, the Town must be notified no later than 30 days prior to cancellation date.

- E. For those vendors or organizations that are working directly with children the General Liability policy will not have exclusion for Sexual Abuse and Molestation or separate coverage can be provided.

Name of Firm/Individual

---

Name of Authorized Person Submitting Proposal

---

Signature

---

Title

---

Date

---

**BUSINESS REGISTRATON CERTIFICATE REQUIREMENTS AND  
ACKNOWLEDGEMENT FORM**

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e., Town of Clinton) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; failure to do so is a fatal defect that cannot be cured. This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey:  
[www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

***Goods & Services Contracts (including purchase orders):***

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Name of Firm/Individual

---

Name of Authorized Person Submitting Proposal

---

Signature

---

Title

---

Date

---

**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name			
Address			
Telephone		SSN	
Fax		E-Mail	

If individual has a **TRADE NAME**, give such trade name:

Trading As		Telephone	
------------	--	-----------	--

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Names of Partners			
Firm Name			
Address:			
Telephone		Federal ID #	
Fax		E-Mail	
Signature of authorized agent			

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated			
Location of principal office			
Telephone		Federal ID #	
Fax		E-Mail	
Name of agent in charge of said office upon whom notice may be legally served			
Name of Corporation			
Signature			

By	
Title	
Address	



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Dated</b>	<b>Acknowledge Receipt (initial)</b>



No addenda were received:

Name of Firm/Individual

---

Name of Authorized Person Submitting Proposal

---

Signature

---

Title

---

Date

---



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**  
STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND  
PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-  
0230

**BID SOLICITATION # AND TITLE**

**VENDOR NAME**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

☐

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities

\_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement  
Anticipated Cessation Date

\_\_\_\_\_  
\_\_\_\_\_

**\*Attach Additional Sheets if Necessary**

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Printed Name and Title

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name					
Address					
City		State		Zip	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Required Pursuant to N.J.S.A. 19:44A-20.26

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hunterdon**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{ County Executive }

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):